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From: Gerry Armstrong <gerry@gerryarmstrong.org>
To: ahw@WilsonCampilongo.com
Subject: Settlement Conference Statement
Date sent: Thu, 25 Mar 2004 08:40:38 -0800

Dear Mr. Wilson:

Following is my [settlement conference statement](#), which is also attached as a Word document. I have not received Scientology's settlement conference statement. Will you please e-mail it as soon as possible.

Yours sincerely,

Gerry Armstrong

GERRY ARMSTRONG
#1-45950 Alexander Avenue
Chilliwack, B.C. V2P 1L5
Canada
Tel: 604-703-1373
gerry@gerryarmstrong.org
In Propria Persona

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL,
Plaintiff,

vs.

GERALD ARMSTRONG; et al.,
Defendants.

Case No. CV 021632

GERRY ARMSTRONG'S SETTLEMENT CONFERENCE STATEMENT

Date: March 29, 2004
Time: 10:30 a.m.
Department: L
Trial date: April 9, 2004

Defendant Gerry Armstrong hereby submits his Settlement Conference Statement as follows:

Statement of Case

Scientology claims Armstrong violated its contract 204 times, claims \$50,000 in liquidated damages for each such alleged violation, and claims a

total of \$10,050,000 for all the alleged violations. In actuality, the case is an unlawful act and series of acts by the Scientology persons and entities and their agents and attorneys comprising the beneficiaries of Scientology's contract in furtherance of U.S. Federal crimes, specifically 18 U.S.C. § 241 and §242.

Factual and Legal Contentions in Dispute

1. Enforceability of the liquidated damages penalty;
2. Enforceability of the contractual conditions the alleged violations allegedly violate;
3. Affirmative defenses, including but not limited to:
 - a. Unclean hands;
 - b. Illegality;
 - c. Fraud and Deceit;
 - d. Duress and Undue Influence;
 - e. Waiver;
 - f. Mistake of Law;
 - g. Mistake of Fact;
 - h. Impossibility;
 - i. Frustration of Contractual Purpose;
 - j. Unfair and Unreasonable Contract;
 - k. Lack of Mutuality;
 - l. Ambiguity;
 - m. Lack of Adequate Consideration:
 - n. Unconscionability;
 - o. Adhesion;
 - p. Implied Covenant of Good Faith and Fair Dealing;
 - q. Failure to Mitigate Damages;
 - r. Action Barred by Equity and Civil Code Provisions;
 - s. Against Public Policy;
 - t. Privilege;
 - u. Due Process;
 - v. Equal Protection;
 - w. Freedom of Speech;
 - x. Freedom of Religion;
 - y. Freedom of Association;
 - z. Freedom from Slavery.

Offer

Armstrong's highest previous offer was: Scientology to dismiss this case, cancel the subject contractual conditions, contempt orders and warrants against Armstrong, and pay all his attorney fees and costs.

Armstrong's present offer is: Scientology to dismiss this case, cancel the subject contractual conditions, contempt orders and warrants against Armstrong, and pay all his attorney fees and costs.

Date of Last Face-to-Face Settlement Discussions

There have been no face-to-face settlement discussions in this case.

Special Barriers to Settlement

Scientology's Suppressive Person Doctrine and its Principle of Unreasonableness.

Dated: March 24, 2004 Respectfully submitted,

Gerry Armstrong

PROOF OF SERVICE

I am over the age of eighteen years and am not a party to the within action. My business address is #1-45950 Alexander Avenue, Chilliwack, B.C. V2P 1L5 Canada

I served the following document:

GERRY ARMSTRONG'S SETTLEMENT CONFERENCE STATEMENT

on the following person on the date set forth below, by Express Mail to the addressee below:

Andrew H. Wilson, Esquire
WILSON CAMPILONGO LLP
475 Gate 5 Road
Sausalito, CA 94965
U.S.A.

and by e-mail to:

Andrew H. Wilson, Esquire
ahw@WilsonCampilongo.com

I declare under penalty of perjury under the laws of California, the United States and Canada that the above is true and correct.

Executed on March 25, 2004 at Chilliwack, B.C., Canada.

Caroline Letkeman

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